

# Terms and Conditions



## DEFINITIONS

In these Conditions of Hire unless specified to the contrary:

**“Application”** means the Application for Hire completed by the Hirer to secure the booking.

**“Bump-in Time”** means the time when the Hirer first requires access to the hall.

**“Bump-out Time”** means the time between the Staging Time and when the Contract of Hire finishes.

**“Chief Executive Officer”** means the Chief Executive Officer appointed by the Council and any other person acting as the Chief Executive Officer

**“Contract of Hire”** means the contract between the Hirer and the Council for the hire of the Municipal Hall, which embodies this document known as the Conditions of Hire for Municipal Halls.

**“Coordinator”** means the Meetings and Events Coordinator appointed by the Council in respect of the management and administration of Municipal Halls and other public places and any person acting as the Meetings and Events Coordinator.

**“Council”** means the City of Port Phillip.

**“Hire Fee”** means the fee quoted to the Hirer in the Letter of Offer and any such further hire fees as become applicable pursuant to these Conditions of Hire.

**“Hire Period”** means the times and dates specified in the Letter of Offer.

**“Hirer”** is the person, partnership, organisation or corporation entering into the Contract of Hire for a Municipal Hall.

**“Letter of Confirmation & Offer”** means the letter of confirmation sent to the Hirer upon approval of the Application.

**“Meetings and Events Officer”** means the Meetings and Events Officer appointed by Council and any person acting as the Meetings & Events Duty Officer.

**“Municipal Hall”** means St. Kilda Town Hall, Port Melbourne Town Hall, South Melbourne Town and meeting rooms within these buildings.

**“Security Bond”** means the refundable security deposit payable by the Hirer to secure the Hall booking.

**“Staging Time”** means the time during which the Municipal Hall is open to the public for the purpose for which it was hired.

**“Enquiry Hold”** means a cost free, temporary reservation of the proposed event date for a maximum of 14 Days.

**“Tentative Booking”** means a Refundable Bond has been paid, and the date will be held for your booking pending full payment.

## 1. APPLICATION FOR HIRE

1.1. The Council reserves the right to accept or refuse the Application.

### **Guidelines for acceptance of application;**

- Use enables an inclusive community that welcomes diversity and works to eliminate discrimination
- Use pursues social justice for all people in our community
- Use promotes and celebrates equal rights and opportunities for people who identify as gay, lesbian, bisexual, transgender and intersex
- Continue to pursue reconciliation with our Indigenous community
- Seek to make the City a more welcoming, accessible and safe place for older people
- Foster a community where people from diverse cultural and linguistic backgrounds feel supported and safe
- Foster a city where people living with disabilities can participate in community life without barriers
- Promotes and deliver a diverse program of festivals and events across the City
- Supports and advocates for a vibrant live music scene across the City
- Supports and showcases the City's creative people and culture

### **Guidelines for refusal of application;**

- Use that may damage Council's reputation with the local community
  - Use that may discriminate against the equal rights and opportunities for people who identify as gay, lesbian, bisexual, transgender and intersex
- 1.2. Use that discriminates against or promotes the exclusion of cultural diversity within the community The Hirer must be eighteen (18) years of age or over.
- 1.3. A signed application is conclusive evidence that the Hirer accepts these Conditions of Hire.

## 2. BOOKINGS

- 2.1. An Enquiry Hold on a date of a Municipal Hall may be made and held for a maximum of 14 days.
- 2.2. A Tentative Booking will only be confirmed once the Security Bond has been received. It shall be at the discretion of the Council to authorise the refusal of the hire of the Municipal Hall, or cancel the Contract of Hire, notwithstanding that the Contract of Hire may have been duly entered into, in accordance with these conditions.

## 3. CANCELLATION BY THE HIRER

- 3.1. For cancellation of any booking by the Hirer within six (6) calendar months of the Hire Period, Council will retain the full amount of the Security Bond;

## 4. CANCELLATION BY THE COUNCIL

- 4.1. A Contract of Hire may be cancelled by written notice to the Hirer by Council at any time before the Hire Period:
- 4.1.1. If the Municipal Hall is required for a Municipal, State or Federal election, Council or Civic event;
- 4.1.2. The Security Bond and/or Hire Fees have not been paid;
- 4.1.3. If the Council becomes aware that any event, goods, or services proposed to be held by the Hirer is/are objectionable, dangerous, infringes any copyright or other intellectual property rights, is illegal, or would be detrimental to Council;
- 4.1.4. If repairs, alterations or additions to the Municipal Hall are underway;
- 4.1.5. Where the Hirer has not provided adequate evidence of insurance coverage as required by Clause 10;
- 4.1.6. If the Hirer breaches any condition contained in the Conditions of Hire.
- 4.2. The Council may cancel any Contract of Hire without notice if the Municipal Hall is required as an evacuation centre in the event of a declared emergency under Council's Municipal Emergency Management Plan.
- 4.3. If the Council cancels the booking without fault of the Hirer, the Council will refund any amounts paid by the Hirer in relation to the Contract of Hire Cancellation of the Contract of Hire will not affect any right which the Council may have to recover money owing for the Contract of Hire or to recover damages from the Hirer.

## **5. SECURITY BOND**

- 5.1. The Hirer must pay a refundable Security Bond to the amount advised by a Meetings and Events Officer.
- 5.2. The Hirer agrees that the Council may apply the Security Bond towards satisfaction of any claim the Council has against the Hirer in accordance with these Conditions of Hire.
- 5.3. The Council will return to the Hirer no later than twenty-eight (28) days after the Hire Period. Any part of the Security Bond that has not been, or will not be required to be applied by the Council pursuant to Clause 5.1 above.
- 5.4. Please Note: From 5 July 2016, payments made by credit card will incur a 0.5% surcharge to recover merchant fees charged to Council by financial institutions

## **6. HIRE FEES**

- 6.1. The Hire Fee shall be the relevant fee as advised by a Meetings and Events Officer.
- 6.2. The full amount of the Hire Fee must be paid to the Council by the date specified on the Invoice.
- 6.3. If the Hire Fee is not paid in accordance with Clause 6.2 the Contract of Hire may be cancelled pursuant to Clause 5.2
- 6.4. Please Note: From 5 July 2016, payments made by credit card will incur a 0.5% surcharge to recover merchant fees charged to Council by financial institutions

## **7. EXIT OF HALL**

- 7.1. The times stipulated as the Hire Period must be strictly adhered to.
- 7.2. Failure to adhere to these times may result in additional fees becoming payable.

## **8. MANAGEMENT OF HALL**

- 8.1. The Hirer and all persons within the Municipal Hall during the Hire Period shall obey all directions or orders given by Council staff as to the management of the hall.
- 8.2. The provision of Meetings & Events Duty Officer is mandatory at all events staged at the Municipal Hall.

## **9. SUB LETTING**

- 9.1. No Contract of Hire or any part of such contract shall be assigned or transferred by the Hirer, to any other person, organisation or corporation.

## **10. PUBLIC LIABILITY / INSURANCE**

- 10.1. The Hirer shall have a current Public Liability Insurance policy with minimum of \$20,000,000.
- 10.2. A copy of the Certificate of Currency must be forwarded to the Meetings and Events Department prior to the Hire Period.
- 10.3. The Hirer fails to provide sufficient evidence of current Public Liability Insurance cover then the booking may be cancelled in accordance with Clause 4.1.5.

## **11. INDEMNITY**

- 11.1. The Hirer shall indemnify the Council against any liability or loss which may arise from, and any costs, charges or expenses incurred in connection with:
- 11.2. Any damage to the Municipal Hall;
- 11.3. Any loss or damage to any property or thing on or near the Municipal Hall;
- 11.4. The death of or injury to any person in or near the Municipal Hall;
- 11.5. Any breach of any third party's intellectual property rights.

## **12. OBSERVANCE OF LAWS**

- 12.1. The Hirer shall comply with all Acts, Statutory Rules, Provisions and Regulations of the Commonwealth of Australia or the State of Victoria as they apply to the Contract of Hire and the Hire Period of the Municipal Hall, including the Health Act, Local Government Act and any Local Laws, By-laws or Regulations and any statutory amendments, modifications made thereto.

## **13. THEFT, DAMAGE OR LOSS**

- 13.1. Council will not be responsible for any loss or damage which may occur to the Hirers goods or equipment during the Hire Period.
- 13.2. Council will not be responsible for any loss that may be suffered by the Hirer or any of the persons attending the Venue during the Hire Period as a result of any theft.

#### **14. ACCESS**

- 14.1. The Council shall be entitled to operate any ancillary service in conjunction with any activity carried out by the Hirer and no claim for loss or damage shall be made by the Hirer against the Council in respect of the operation of such ancillary service.
- 14.2. The Mayor, Councillors, Chief Executive Officer and any Officers appointed by the Council shall be entitled to free entry to any and every part of the Municipal Hall notwithstanding the Contract of Hire.

#### **15. COUNCIL PROPERTY**

- 15.1. The fittings and fixtures of the Municipal Hall, including but not limited to floors, walls, curtains, furniture or any other part of the Municipal Hall, must not be broken, pierced by nails or screws or in any other way damaged.
- 15.2. No notice, sign, advertisement or decorations of any kind may be erected inside a Municipal Hall or attached or affixed to the walls, doors, or any other part of the Municipal Hall without the prior consent of the Council.
- 15.3. The placement of any adhesive tape on the floor or any painted area within the Municipal Hall is strictly forbidden.
- 15.4. Hirers are required to leave the areas used, including entry areas, kitchen, car parks, and surrounding areas in a clean and tidy condition prior to vacating the Municipal Hall.

#### **16. ADVERTISING AND NOTICES**

- 16.1. The Council reserves the right to view all advertising material proposed to be used by the Hirer prior to publication.
- 16.2. No banners or advertising material are to be placed on the exterior or interior of the Municipal Hall without the prior consent of the Council.
- 16.3. It is the responsibility of the Hirer to inform any subcontractors, caterers, stallholders and other persons associated with their Contract of Hire of these conditions.

#### **17. PROGRAM**

- 17.1. The public shall only be permitted in the Municipal Hall during the Staging Time.
- 17.2. The Hirer must supply a detailed running sheet for the proposed event to the Council.

#### **18. BREACH OF CONDITIONS**

- 18.1. Council reserves the right to refuse entry to the Municipal Hall to any person who breaches any of these Conditions of Hire.
- 18.2. If the Council reasonably believes these Conditions of Hire are being breached and the Hirer has not remedied the breach after being directed by the Council to do so then the Contract of Hire may be cancelled in accordance with Clause 4.1.6.
- 18.3. If a Contract of Hire is cancelled in accordance with clause 18.2 Council may retain the entire Hire Fee.

#### **19. KITCHEN FITTINGS AND APPLIANCES**

- 19.1. Gas cylinders cannot be used within the Municipal Hall or Kitchen areas.
- 19.2. No portable ovens, stoves, spits or any other portable cooking equipment are permitted into the venue without written approval by a Meetings and Events Officer.

#### **20. CATERING**

- 20.1. The Hirer must ensure that any Caterers engaged are duly registered and licensed for the purpose of providing catering services in the State of Victoria.
- 20.2. Caterer needs to provide the necessary paperwork.

#### **21. CLEANING**

- 21.1. The Hirer shall leave the entire kitchen area and Municipal Hall in a clean and hygienic condition.
- 21.2. It is the Hirer's responsibility to ensure that all waste and recycling is sorted and placed in the correct bins provided
- 21.3. It is the Hirer's responsibility to ensure all decorations are taken down and all valuables are taken away before the Bump-out Time.
- 21.4. The Council will not be held responsible for any loss, theft or damage which may occur to any equipment left behind after the Hire Period.
- 21.5. If the Hirer fails to comply with the above conditions they will be liable for any costs involved in cleaning or removal of any waste matter.

## **22. ALCOHOL**

- 22.1. If alcohol is intended to be consumed during the Hire Period, the Hirer and/or the contracted caterer must:
  - 22.1.1. Apply for and obtain the appropriate permit from the Liquor Licensing Commission; and
  - 22.1.2. Provide a copy of the licence to the Meetings and Events Office at least fourteen (14) days before the Hire Period; and
  - 22.1.3. Display the permit at the venue during the Hire Period along with the required liquor signage
  - 22.1.4. It is the responsibility of the hirer to ensure compliance with liquor licencing legislation
- 22.2. The Council may prohibit alcohol being brought into, distributed or consumed at the Venue if it believes it to be reasonably necessary to maintain law and or compliance with these Conditions of Hire.

## **23. SECURITY**

- 23.1. The provision of security guards is mandatory at all events staged at the Municipal Hall.
- 23.2. Security guards will be supplied by the Council's preferred supplier; Hirer's are not permitted to hire any other security contractors without the prior consent of the Council.
- 23.3. The number of Security Guard's required during the Hire Period shall be at the sole discretion of the Council.
- 23.4. The Hirer is responsible for all costs associated with the provision of security.

## **24. SMOKING**

- 24.1. Smoking is prohibited on any Council property, this includes inside the municipal hall & the surrounding outside areas.

## **25. CAR PARKING AND DELIVERIES**

- 25.1. It remains the responsibility of the Hirer to ensure that all vehicles are parked legally on Council property. Council is not responsible for any Parking Infringement Notices received by the Hirer or on vehicles associated with the event.
- 25.2. The Hirers must ensure that any deliveries made to the Venue do not cause any traffic obstructions and must obtain Council's prior written approval for any deliveries involving vehicles of a capacity of three (3) tonnes or more.
- 25.3. The Hirer must ensure that delivery pallets are removed at the conclusion of the Hire Period.

## **26. POWER RESTRICTIONS**

- 26.1. Where a restriction is imposed by a supplier of power or water during the Hire Period, the hirer must make arrangements for any necessary temporary supplies at its own cost and subject to Council's prior written consent.

## **27. WORKS**

- 27.1. The Hirer must not:
  - 27.2. Interfere with the electrical, lighting or audio installations of the Municipal Hall; or
  - 27.3. Undertake any other work at the Municipal Hall without the prior written consent of the Council in relation to the Works to be conducted and the personnel to be used to undertake such Works.
- 27.4. The Hirer must comply with any conditions imposed by the Council in relation to the Works.
- 27.5. The Hirer must, at the end of the Hire Period return the Venue to the state it was in prior to any Works being undertaken, subject to any written agreement with the Council to the contrary.
- 27.6. The Hirer indemnifies the Council from any costs or damages arising as a direct or indirect result of the Works.

## **28. FUNCTION EQUIPMENT**

- 28.1. Equipment belonging to the Hirer may only be collected after the Hire Period with prior written consent have been made with the Council at the time of booking the venue.

## **29. STAGING AND CABLES**

- 29.1. Staging and production equipment is to be loaded in and out through the Brighton Road entrance.
- 29.2. No equipment is to be set up on the floor of the venue without adequate protection approved by the Meetings and Events Staff.

## **30. STAGE, AUDIO AND VIDEO EQUIPMENT**

- 30.1. No stage property, decorations, electric light installation, musical or amplification equipment or articles of a similar nature shall be brought into the building without the prior consent of the Council.

### **31. DECORATIONS**

- 31.1. No helium balloons or other floating devices are permitted within the Municipal Hall under any circumstances.
- 31.2. Smoke/Fog machines of any kind are strictly prohibited.
- 31.3. No tape of any type is to be placed on the walls, fixtures and fittings of the venue. The only tape that can be used with prior written consent from a Council officer is Blue 14 Day U/V Masking Tape which is specifically designed for use on lacquer or polyurethane surfaces.

### **32. VOLATILE AND FLAMMABLE MATERIALS**

- 32.1. No candles of any kind can be used in the venue without the prior written consent of Council.
- 32.2. Fireworks, pyrotechnic devices and any like material are strictly forbidden in the Municipal Hall.

### **33. PHOTOGRAPHY AND VIDEO RECORDING**

- 33.1. Photography, video recording or other filming for any purposes other than a private purpose is prohibited without the prior written consent of the Council and may be subject to payment of such charges as be deemed fit.
- 33.2. The Council may take photographs of the Municipal Hall during the Hire Period for the sole purpose of including them in Council promotional publications.

### **34. COMPANION CARD**

- 34.1. The City of Port Phillip is an affiliate member of The Companion Card Program developed by The Department of Human Services.
- 34.2. Where an admission fee applies to a venue or activity, the Companion of a person with a disability is admitted at no charge.
- 34.3. A Companion is a paid or unpaid assistant or carer. The Cardholder refers to a person with a disability who has been granted a Companion Card on which their photograph and details appear.

### **35. GAMBLING**

- 35.1. Gambling activities of any kind are strictly prohibited on Council property unless an appropriate licence by a Government Authority has been obtained.

### **36. ANIMALS**

- 36.1. Animals are strictly prohibited in the Municipal Hall without the prior written consent of the Council.
- 36.2. Clause 38.1 does not apply to assistance dogs.

### **37. PRIVACY**

- 37.1. The information provided to the Council by the Hirer on the Application shall be used for the following purposes only:
  - 37.1.1. Registering the booking; and;
  - 37.1.2. Communicating with the applicant.
- 37.2. The information provided to the Council by the Hirer on the Application shall not be disclosed to any other party unless required by law.
- 37.3. Failure to provide sufficient personal information may result in the application being rejected.

### **38. DISPUTES**

- 38.1. Any dispute arising as to the interpretation of this Contract of Hire, or as to any matter or thing arising out of the Contract of Hire shall be decided by the Chief Executive Officer and the decision of the Chief Executive Officer shall be final and conclusive.

### **39. CONDITIONS OF HIRE - VARIATIONS**

- 39.1. Hirers are advised that Council may alter these Conditions of Hire at any time without prior notice.